



STATE OF MISSOURI  
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION  
SCHOOL FOOD SERVICES  
P.O. BOX 480, JEFFERSON CITY, MISSOURI 65102  
**NATIONAL SCHOOL LUNCH/SCHOOL BREAKFAST/AFTER SCHOOL SNACK/  
SPECIAL MILK/DONATED FOOD PROGRAMS PERMANENT APPLICATION-  
AGREEMENT**

Number: 3-680-002 (Rev: 7-01)

**This is to Certify that:**

- Each school listed on the application agreement is nonprofit and exempt from federal income tax under the Internal Revenue code of 1954, as amended, Section 501 (c) (3).
- No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- The information supplied here in is true and correct to the best of my knowledge and that I have been authorized and directed by the governing body of the named LEA to enter into this agreement and to handle all negotiations with the named State agency.

**Effective Date and Termination of Agreement**

This Agreement shall be effective for the period commencing on the approval date indicated on the School Food Services Application Agreement, and shall remain in effect until terminated or canceled as provided herein. This agreement may be terminated upon ten (10) days written notice on the part of either party hereto: PROVIDED; HOWEVER, that the State agency may cancel this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the LEA, except that any termination of this agreement for non-compliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

**Assurance Clause**

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the United States Department of Agriculture (USDA); Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Food and Nutrition Services (FNS) directives and guidelines, to the effect that, "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer." By accepting this assurance, the program applicant agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the program applicant and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the Department. The signee of this assurance is responsible for reviewing and analyzing meal counts to ensure accuracy of claims. Acknowledge that failure to submit accurate claims will result in recovery of overclaims, withholding of payments, suspension or termination of program per 210.25. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft or fraudulent activity, penalties of 210.26 apply. The applicant also certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in lower tier transactions by any Federal department or agency.

\_\_\_\_\_  
Signature of Local Education Agency Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of State agency Director, School Food Services

\_\_\_\_\_  
Date

**NATIONAL SCHOOL LUNCH/SCHOOL BREAKFAST/AFTER SCHOOL SNACK/SPECIAL MILK/  
DONATED FOOD PROGRAMS PERMANENT APPLICATION-AGREEMENT**

**NATIONAL SCHOOL LUNCH PROGRAM**

**MATCHING REQUIREMENTS**

Section 210.17 of the National School Lunch Program regulations requires that State appropriated revenues (other than revenues derived from the program) shall constitute at least 30 percent of the Section 4 funds (basic grant) received during the 1980-81 school year. The matching rate will be reduced proportionately if the per capita income of the State is below the per capita income of the United States. State revenues so appropriated shall be disbursed in such a manner, and to the extent the State deems practicable, so that each Local Education Agency (LEA) receives a proportionate share of such revenues as it does of funds apportioned to the State under Section 4 of the National School Lunch Act.

**GENERAL REQUIREMENTS FOR SCHOOL LUNCHES**

LEAs shall ensure that participating schools provide nutritious and well balanced lunches to children. Lunches shall provide: 1) one-third of the Recommended Dietary Allowances (RDA) of protein, calcium, iron, vitamin A and vitamin C in accordance with the appropriate levels; 2) provision of the lunchtime energy allowances based on appropriate age or grade groups in accordance with the appropriate levels; and 3) the applicable recommendations of the most recent Dietary Guidelines for Americans. Schools may use four alternative menu planning methods in order to meet lunch requirements and the appropriate nutrient and energy levels: 1) Nutrient Standard Menu Planning, 2) Assisted Nutrient Standard Menu Planning, 3) Enhanced Food Based Menu Planning, and 4) Traditional Food Based Menu Planning. Compliance with the nutrition standards and the nutrient and calorie levels shall be determined by averaging lunches offered over a school week.

**RECORD KEEPING REQUIREMENTS**

1. Lunch Service
  - a. Daily total number of complete lunches served to students.
  - b. Daily number of lunches served free, at reduced price, and at full price to students.
  - c. All applications/direct certification documents, submitted for free and reduced price lunches, retrievable by school.
  - d. Maintain daily production/menu records.
  - e. Number of children approved for free and reduced price meals.
2. Income (Receipts)
  - a. Program receipts.
  - b. Reimbursement under the School Lunch Program.
  - c. Nonprogram receipts.
3. Expenditures (Supported by invoices, receipts, or other documents.)
  - a. Food.
  - b. Salaries.
  - c. Employee benefits.
  - d. Purchased services.
  - e. Equipment purchases.
  - f. Supplies.

**THE LEA AGREES THAT:**

If a LEA enters into an agreement with a food management company, the contract cannot be only for providing a la carte service, but must also include offering free, reduced price, and full price reimbursable lunches to all children. Contract effective only after date of signature.

## **DONATED FOOD PROGRAM**

### **THE STATE AGENCY AGREES THAT:**

Any government donated foods or cash in lieu of donated foods offered to and received by the State agency from the U.S. Department of Agriculture (USDA) will be distributed on as equitable a basis as possible.

### **THE LEA HEREBY AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

1. Foods will be accepted and/or ordered only in such quantities as can be utilized within a reasonable time, but not to exceed the rates established by the USDA and/or State agency. The State agency is to be notified immediately of any notable change in the number of eligible recipients and any food items not wanted. Prior to distribution recipients may refuse up to 20 percent of donated foods offered and receive substitute donated foods, if available.
2. Foods received under this agreement will be used solely for the program benefit of those persons served or assisted by the LEA and will not be otherwise disposed of or used for demonstration or tests without prior written approval of the State agency. Under no circumstances will USDA foods be sold or traded. The LEA will notify the State agency of excessive inventories which cannot be used or of damaged or out-of-conditioned foods received or in storage and await disposition instruction from the State agency.
3. Facilities for proper handling and storing of foods accepted will be provided. The State agency and the USDA are authorized to inspect at any reasonable time the foods in storage or the facilities and warehouses used in handling or storage of foods. The LEA further agrees to keep its storage facilities clean, dry, orderly, install thermometers, provide dunnage, suitable ventilation, locks for the storeroom, and specified temperatures for certain foods within their own buildings or in commercial cold storage and use all items on the basis of first-in, first-out.
4. The LEA assumes liability for all losses resulting from (1) neglect by failure to provide proper storage or care, (2) improper use of any food, and (3) neglect by failure to properly count and receipt for deliveries. It is understood that recovery for the value of such losses is required by regulations of the USDA.
5. LEAs may participate under statewide processing agreements.
6. If the LEA contracts with a food management company, donated foods may be used only in the school food service programs.
7. In the event of notice of termination or cancellation of the agreement, the LEA agrees to comply with the instruction of the State agency, either (a) to distribute all remaining inventories of USDA foods in accordance with the provision of this agreement or (b) to return such inventories to the State agency and to transmit such reports as are required by the State agency to record final disposition of such inventories.
8. Assume responsibility for all processing costs.
9. The distribution and use of donated foods is in accordance with 7 CFR 250.
10. Subdistributing agencies and recipient agencies have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution.
11. Subdistributing agencies and recipient agencies will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods.

### **RECORD KEEPING REQUIREMENTS**

1. An exact record of quantities of all foods received.
2. A record of donated foods on hand.
3. Submission of December 31 inventory report.
4. Annual inventory and reconciliation.

## **AFTER SCHOOL SNACK PROGRAM**

### **GENERAL REQUIREMENTS FOR AFTER SCHOOL SNACKS**

LEAs shall ensure that participating schools provide nutritious after school snacks to children attending an after school care program. The program must: (a) provide children with regularly scheduled activities in an organized, structured and supervised environment, (b) the after school care program shall include educational or enrichment activities.

Those LEAs with eligible schools that elect to participate in the after school snack program shall agree to:

1. Serve after school snacks which meet the minimum meal pattern requirements prescribed in 7 CFR 210.10 (n) (2) and 210.10 (j) (2).
2. Price the after school snack as a unit.
3. Serve after school snacks free or at a reduced price to all children who are determined by the LEA to be eligible for free and reduced price school meals under 7CFR part 245.
4. If charging for the after school snacks, the charge for a reduced price after school snack shall not exceed 15 cents.
5. Claim reimbursement for no more than one after school snack per child per day. Children from birth to age 18 years, or a student of any age who is disabled, are eligible. (If a student's nineteenth birthday occurs during the school year, snacks may be served and reimbursement claimed for that student for the remainder of the school year.)
6. Review each after school care snack program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an after school care snack program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter.
7. Comply with all requirements of 7 CFR 210, except that, claims for reimbursement need not be based on "point of service" after school snack counts.
8. Meet any State or local licensing, health and safety requirements for operating an after school care program.
9. Claim for reimbursement only those after school snacks served on school days. Any snacks served before or during the child's school day, weekends, holidays, or vacation periods, may not be claimed for reimbursement. After school snacks may be claimed on days when summer school is in session if this summer school is an integral part of the curriculum or an extension of the local education program.
10. Count and record the number of snacks served each day, at the time they are served, by correct claiming category.
11. Maintain the following records, and follow the retention requirements per 7 CFR 210.23(c):
  - If all meals are claimed free based on the site's eligibility, maintain documentation establishing each site's eligibility;
  - For all other sites, documentation of free and reduced priced eligibility for all children for whom free and reduced price snacks are claimed;
  - Meal counts, by type, for each site for each serving day;
  - Documentation of individual children's attendance on a daily basis; and,
  - Menus and production records to document compliance with snack pattern requirements.
12. Claims reimbursement at the assigned rates only for after school snacks served in accordance with the agreement.

### **RECORD KEEPING REQUIREMENTS**

1. After School Snack Service
  - a. If all meals are claimed free, documentation that the site is located in an area served by a school in which at least 50 percent of the enrolled students are certified eligible for free or reduced price meals.
  - b. For all other sites, documentation of free and reduced price eligibility for all children for whom free and reduced priced snacks are claimed.
  - c. Daily number of snacks served to children (total for sites qualifying for free reimbursement for all children; snack counts by type for other sites).
  - d. Documentation of individual children's attendance on a daily basis.
  - e. Documentation of compliance with meal pattern requirements.

2. Income (Receipts)
  - a. Nonprogram receipts.
  - b. Federal reimbursement under the After School Snack Program.
3. Expenditures (supported by invoices, receipts, or other documents).
  - a. Food.
  - b. Salaries.
  - c. Employee Benefits.
  - d. Purchased Services.
  - e. Equipment Purchases.
  - f. Supplies.

## **SCHOOL BREAKFAST PROGRAM**

### **GENERAL REQUIREMENTS FOR SCHOOL BREAKFASTS**

LEAs shall ensure that participating schools provide nutritious and well balanced breakfasts to children. Breakfasts shall provide: 1) one-fourth of the Recommended Dietary Allowances (RDA) of protein, calcium, iron, vitamin A and vitamin C in accordance with the appropriate levels; 2) provision of the breakfast energy allowances based on appropriate age or grade groups in accordance with the appropriate levels; and 3) the applicable recommendations of the most recent Dietary Guidelines for Americans. Schools may use four alternative menu planning methods in order to meet breakfast requirements and the appropriate nutrient and energy levels: 1) Nutrient Standard Menu Planning, 2) Assisted Nutrient Standard Menu Planning, 3) Enhanced Food Based Menu Planning, and 4) Traditional Food Based Menu Planning. Compliance with the nutrition standards and the nutrient and calorie levels shall be determined by averaging breakfasts offered over a school week.

### **RECORD KEEPING REQUIREMENTS**

1. Breakfast Service
  - a. Daily total number of breakfasts served to children.
  - b. Daily number of full price breakfasts served to children.
  - c. Daily number of breakfasts served at reduced price to needy children.
  - d. Daily number of free breakfasts served to needy children.
2. Income (Receipts)
  - a. Program receipts.
  - b. Federal reimbursement.
  - c. Nonprogram receipts.
3. Expenditures
  - a. Food.
  - b. Salaries.
  - c. Employee benefits.
  - d. Purchases services.
  - e. Equipment purchases.
  - f. Supplies.

## **SPECIAL MILK PROGRAM**

### **THE STATE AGENCY AGREES THAT:**

Acting through the Food and Nutrition Services (FNS) of the USDA, shall reimburse the LEA, to the extent of funds available, in connection with the purchase of milk for service to children. (1) The rate of reimbursement per half pint of milk purchased for service to children in nonpricing programs and for service to children other than needy children in pricing programs shall not be less than the rate announced by the Secretary of Agriculture, and (2) within the limitations set forth in Section 215.8(c) of the Special Milk Program regulations, the rate of reimbursement for milk purchased for service to needy children in pricing programs shall be equal to the cost (after discount) per half pint of milk. If milk is purchased at more than one price, the average cost shall be used.

**THE LEA AGREES TO:**

1. If electing to provide free milk, serve free milk to all eligible children at times that milk is made available to nonneedy children.
2. Claim reimbursement only in connection with fluid milk purchased for consumption by students on school premises. Milk served to adults shall be excluded.
3. Make maximum use of the reimbursement payments to reduce the price of milk served to students as a means of encouraging increased milk consumption.

*Eligible Children:* Children in schools not participating in the school lunch or breakfast program and children in split-session prekindergarten and split-session kindergarten classes that do not have access to school meals.

*Pricing Program:* Milk sold to children at a separate price per half pint which paid either daily when milk is served, weekly, or other payment basis per half pint.

*Nonpricing Program:* Milk is not sold to children at a separate price per half pint but is provided along with food and other services financed by a tuition, boarding, or other fee.

*Combination Pricing and Nonpricing Program:* Part of the enrollment pays separate price daily, weekly, or other payment basis and part financed by tuition or other fee.

**ALL PROGRAMS****THE STATE AGENCY AGREES THAT:**

To the extent of funds available, the State agency will reimburse the LEA in connection with the cost of providing meals under the school lunch, breakfast, and after school snack programs in the school(s) listed in the attached application data sheet(s), in any fiscal year during which this Agreement is in effect. The amount of reimbursement on behalf of any LEA will be based on the number of meals and snacks served to children times the assigned rates.

**THE LEA AGREES THAT:**

In general, it will supervise program operations in the nonprofit schools listed on the application data and will:

1. Operate a nonprofit program complying with financial management regulations 7 CFR Part 3015 and use program income only for program purposes; provided, however, that such income shall not be used to purchase land or buildings or to construct buildings.
2. Supply meals at reduced price and without cost to all children determined by school authorities to be unable to pay the full price. Such determination shall be made in accordance with the LEA's approved policy. The policy criteria shall be announced and applied equitably to all children.
3. Make no discrimination against any child because of his inability to pay as determined by the LEA's policy on file with the State agency.
4. Claim reimbursement only for meals, snacks, and milk, as specified in this Agreement, served to students of high school grade or under and served in those schools listed on the application data sheet(s).
5. Submit claims for reimbursement by the 10th day of the month following the period being reported, and annual income and expenditure report.
6. Maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
7. Accept and use for program purposes, in as large quantities as can be efficiently utilized for program purposes such foods as may be offered as a donation by the USDA.
8. Maintain racial and ethnic data on all applicants for free and reduced price benefits showing the extent of minority participation in the program.
9. Maintain full and accurate records of program operations, including those set forth above, and retain such records for a period of 3 years after the end of the school year to which they pertain, or longer if audit findings have not been resolved.
10. Make, upon request, all accounts and records pertaining to program operations available to the State agency and the USDA, and provide for an audit of program operation at least every two years by a CPA licensed in Missouri unless specifically exempted by the State agency.
11. Maintain necessary facilities for storing, preparing, and serving food.

12. Follow the procurement standards prescribed in 7 CFR Parts 210, 215, 220, and 3015.
13. Price reimbursable meals as a unit.
14. Establish the reduced price meal charges for lunch and breakfast in accordance with applicable USDA guidelines.
15. Edit each schools meal counts each month in each category before submission of LEA consolidated claim and maintain individual school records at LEA central office.
16. Limit its operating balance to a level not to exceed 3 months cost.
17. Serve meals/snacks that meet the program requirements during a period designated as the serving period; claiming for reimbursement only one lunch and one breakfast and one snack per child per day.
18. Access to meals will not be denied students as a means of disciplinary actions.
19. Provide special meals at no additional cost to handicapped students, if necessary, to comply with Section 504 of the Rehabilitation Act of 1973.
20. If emergency conditions prevent a school from temporarily obtaining a sufficient supply of fluid milk, the State agency may approve reimbursement for meals served without milk during the emergency.
21. Involve students and parents in lunch program operations.
22. Restrict the sale of categories of foods of minimal nutritional value (soda water, water ices, chewing gum, and certain candies such as hard candies, jellies and gums, marshmallow candies, fondants, licorice, spun candies, and candy coated popcorn) in the food service areas during the meal service periods. (This restriction does not apply to schools participating in only the milk program.)
23. Meal counts by type for claim purposes will be obtained daily at the point of service.
24. Each year the LEA will conduct an on-site review of each school prior to February 1. If the review discloses problems with the school's counting or claiming procedures, corrective and follow-up action must be completed within 45 days.
25. LEA and participating schools under its jurisdiction shall comply with all provisions of 7 CFR parts 210 and 245.
26. Agree that the LEA official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 210.8 governing claims for reimbursement.
27. Submit claims for reimbursement in accordance with 210.8.
28. Maintain files of currently approved and denied free and reduced price applications, respectively, and the names of children approved for free lunches based on documentation certifying that the child is included in a household approved to receive benefits under the Food Stamp or Temporary Assistance programs.
29. No later than April 1 of each year, provide State agency with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day of the preceding January.

**THE STATE AGENCY AND THE LEA MUTUALLY AGREE THAT:**

1. All participating schools shall be listed on the data sheet(s) accompanying this agreement.
2. The State agency shall promptly notify the LEA of any change in the minimum program requirements or the assigned rates of reimbursement.
3. For the purpose of this Agreement, the following terms are defined:
  - a. Child: A student of high school grade or under including students who are mentally or physically handicapped; or a person under 21 years of age who is in a residential child care institution.
  - b. Adults: Adults are all persons who are (1) staff members and employees of a school, including all faculty, supervisory, and other personnel, and (2) high school graduates and persons 21 years of age and over enrolled for care and training in a combination high school and junior college or vocational training school.
  - c. Fiscal Year: A period of twelve calendar months beginning with October 1 of any calendar year and ending with September 30 of the following calendar year.
  - d. Nonprofit Program: Food service maintained for the benefit of children, all of the income from which is used solely for the operation or improvement of such food service.
  - e. Nonprofit Private School: A nonpublic school that is exempt from Federal income tax under the Internal Revenue Code of 1954, as amended, Section 501 (c) (3).
  - f. LEA: The local education agency responsible for the administration of one or more nonprofit schools of high school grade or under.
  - g. Milk: Pasteurized fluid types of unflavored or flavored whole milk, lowfat milk, skim milk, or cultured buttermilk which meet state and local standards for such types of milk.
  - h. School Year: The period of July 1 to June 30 of each year.
  - i. Senior High School: Grades as determined by the LEA, but not to include grades below grade seven.

- j. Point of Service: That point in the food service operation where a determination can accurately be made that a reimbursable, free, reduced price, or paid meal has been served to an eligible child.
4. Claims for reimbursement received by the State agency more than 60 days after the end of the month being reported will not be paid.
5. Nonprofit schools may be added or deleted from the attached application data sheet as need arises.
6. The State agency shall administer the programs through the FNS of the USDA or such other bureau, service, or agency as may be designated by USDA.
7. The terms of this Agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto, unless required by federal regulations.
8. If final Congressional actions have not been completed on appropriations prior to the opening of the school year, it is understood that reimbursement payments are contingent upon Congressional funding for the program.

## **FREE AND REDUCED PRICE MEALS OR FREE MILK POLICY**

The above named LEA has entered into agreement to participate in the National School Lunch Program, and/or School Breakfast Program, After School Snack Program, or Special Milk Program, and to receive food donated by the USDA and accepts responsibility for providing free and reduced price meals and snacks under the National School Lunch and/or School Breakfast Programs and, if elected, free milk under the Special Milk Program to eligible children in the schools under its jurisdiction.

The LEA assures the Department of Elementary and Secondary Education that the LEA will uniformly implement the following policy with respect to determining the eligibility of children for free and reduced price meals, in all National School Lunch, After School Snacks, and/or School Breakfast Program schools under its jurisdiction, if elected, free milk in all Special Milk Program schools under its jurisdiction.

### **IN FULFILLING ITS RESPONSIBILITIES THE LEA:**

1. Agrees to serve free and reduced price meals/snacks or free milk (as a LEA option) to children from families whose income is at or below that announced annually by USDA and the State agency or who provide current food stamp or Temporary Assistance eligibility or who are certified through the direct certification process.
2. Children from families who experience strikes, layoffs, and unemployment which cause the families' income to fall within the eligibility criteria will be provided these benefits.
3. Agrees to provide these benefits to foster children in certain cases. In those cases where the welfare agency is legally responsible for the child, and the foster home is an extension of the welfare agency, the foster child shall be considered as a one-member family. Only payments made by the welfare agency specifically identified for the personal use of that foster child shall be considered as the income of that one-member family. In those cases where the welfare agency has placed a child in a permanent home and/or subsidizes the adoption of the child, the child shall be considered as a member of the household with whom he resides. The family size and total income of the family shall be used to determine the child's eligibility. In addition, an institutionalized child shall be considered as a one-member family and only the monies the child actually receives and controls shall be considered as income for determining eligibility.
4. Agrees that there will be no physical segregation of, nor any other discrimination against, any child because of his inability to pay the full price of the meal/snack or milk. The names of eligible children shall not be published, posted, or announced in any manner and there shall be no overt identification of any such children by use of special tokens or tickets, or by any other means. Further assurance is given that eligible children shall not be required to:
  - a. Work for their meals/snacks or milk.
  - b. Use a separate serving area.
  - c. Go through a separate serving line.
  - d. Enter the serving area through a separate entrance.
  - e. Eat meals/snacks or drink milk at a different time.
  - f. Eat a different type meal/snack from the one sold to children paying the full price or drink milk of a different type from that sold to children paying the full price.
5. Agrees that in After School Snack area eligible sites children will not be charged for the snack. In non-area eligible sites children approved for free meal benefits will not be charged for the snack and reduced price charges are established in accordance with applicable USDA guidelines.

6. Agrees that in the operation child nutrition programs, no child shall be discriminated against because of race, color, national origin, sex, religion, marital or familial status, or disability.
7. Agrees to establish and use a fair hearing procedure in cases of appeal by parents of the school's decisions on applications and in cases where the school official challenges the correctness of information contained in an application or of the continued eligibility of any child. During the appeal and hearing, the child will continue to receive free or reduced price meals or free milk.

A record of such appeals and challenges and their dispositions shall be retained for three years.

Prior to initiating the hearing procedure, the parent or local school official may request a conference to provide an opportunity for the parent and school official to discuss the situation, present information, and obtain an explanation of data submitted in the application and decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing.

The hearing procedure shall provide:

- a. A simple publicly-announced method for a family to make an oral or written request for a hearing.
- b. An opportunity for the family to be assisted or represented by an attorney or other person in presenting its appeal.
- c. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
- d. That the hearing shall be held with reasonable promptness and convenience to the family and that adequate notice shall be given to the family as to the time and place of the hearing.
- e. An opportunity for the family to present oral or documentary evidence and arguments supporting its position without undue interference.
- f. An opportunity for the family to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses.
- g. That the hearing shall be conducted and the decision made by a hearing official who did not participate in making the decision under appeal or in any previous conference.
- h. That the decision of the hearing official shall be based on the oral and documentary evidence presented at the hearing and made a part of the hearing record.
- i. That the family concerned and any designated representative shall be notified in writing of the decision of the hearing official.
- j. That a written record shall be prepared with respect to each hearing, which shall include the decision under appeal; any documentary evidence, and a summary of any oral testimony presented at the hearing; the decision of the hearing official, including the reasons therefore; and a copy of the notification to the family of the decision of the hearing official.
- k. That such written record of each hearing shall be preserved for a period of three years and shall be available for examination by the family or its representative at any reasonable time and place during such period.
- l. That when an application is rejected, parents or guardians will be informed of the reason for denial, the hearing procedure; and the name, title, and address of the hearing official.
8. Agrees to designate a determining official who will review applications and make determinations of eligibility. The determining official will use the criteria outlined in this policy to determine which individual children are eligible.
9. Agrees to develop and send at the beginning of each school year, and whenever there is a change in eligibility criteria, to the parent or guardian of each child a letter, including a form on which to make application or eligibility notification under direct certification process.

Parents will be requested to complete and return the application or verification that they do not wish their child to receive free meals through the direct certification process to the determining official for review. Such applications and documentation of action taken will be maintained for three years after the end of the school year to which they pertain.

Applications may be filed at any time during the year and any parent enrolling a child in a school for the first time, at any time during the year, shall be supplied with such documents.

If a child transfers from one school to another under the jurisdiction of the same LEA, his eligibility will be transferred to and honored by the receiving school.

Children receiving Temporary Assistance may receive meal benefits to which other children in the family are not entitled, but all children in nonwelfare assistance families receive the same benefits.

Parents or guardians will be notified individually within ten working days of the acceptance or denial of their applications.

Children will be served immediately upon the establishment of their eligibility.

In cases of the application being rejected, the reason will be stated in writing. Parents or guardians will also be informed of the hearing procedure. A hearing official will be designated who was not involved in the original determination.

10. Agrees to submit to the informational media, local unemployment offices, and major employers contemplating large layoffs, a public release containing the same information outlined in the letter to parents.
11. Agrees to establish a procedure to collect from children who pay for their meals/snacks and milk and to account for the number of free, reduced price, and full price meals served; and/or the number of half pints of free and full price milk served. The procedure used must provide that no other child in the school will consciously be made aware, by such procedure, of the identity of the children receiving free or reduced price meals/snacks or free milk.
12. Agrees to submit to the State agency any alterations or amendments to the policy including eligibility criteria, applications, public announcements, etc., for approval prior to implementation. Such changes will be effective only upon approval and all changes in eligibility criteria must be publicly announced in the same manner that was used at the beginning of the school year.
13. Agrees to verify current income of a sample of the approved free and reduced price meal applications on file as of October 31 and to complete such verification by December 15 of the school year.

## **POLICY ATTACHMENTS**

The following attachments, adopted from guidance provided by the State agency for the current year, are considered part of this policy:

Attachment A: Eligibility criteria for free and reduced price meals/snacks or free milk.

Attachment B: Letter to Parents.

Attachment C: Application Form.

Attachment D: Public Release.

Attachment E: Methods of Collection & Meal Counting

**MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION  
SCHOOL FOOD SERVICES SECTION  
ADMENDMENT TO 1999-2000 NATIONAL SCHOOL LUNCH/SCHOOL  
BREAKFAST/AFTER SCHOOL SNACK/SPECIAL MILK/DONATED FOOD  
PROGRAMS PERMANENT APPLICATION AGREEMENT**

**DONATED FOOD PROGRAM  
(INSERT ON PAGE 4)**

9. The distribution and use of donated foods is in accordance with 7 CFR 250.
10. Subdistributing agencies and recipient agencies have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution.
11. Subdistributing agencies and recipient agencies will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods.

**AFTER SCHOOL SNACK PROGRAM**

**GENERAL REQUIREMENTS FOR AFTER SCHOOL SNACKS (INSERT AFTER  
FIRST PARAGRAPH ON PAGE 4)**

Those LEAs with eligible schools that elect to participate in the after school snack program shall agree to:

1. Serve after school snacks which meet the minimum meal pattern requirements prescribed in 7 CFR 210.10 (n) (2) and 210.10 (j) (2).
2. Price the after school snack as a unit.
3. Serve after school snacks free or at a reduced price to all children who are determined by the LEA to be eligible for free and reduced price school meals under 7CFR part 245.
4. If charging for the after school snacks, the charge for a reduced price after school snack shall not exceed 15 cents.
5. Claim reimbursement for no more than one after school snack per child per day. Children from birth to age 18 years, or a student of any age who is disabled, are eligible. (If a student's nineteenth birthday occurs during the school year, snacks may be served and reimbursement claimed for that student for the remainder of the school year.)
6. Review each after school care snack program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an after school care snack program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter.
7. Comply with all requirements of 7 CFR 210, except that, claims for reimbursement need not be based on "point of service" after school snack counts.
8. Meet any State or local licensing, health and safety requirements for operating an after school care program.

(over)

9. Claim for reimbursement only those after school snacks served on school days. Any snacks served before or during the child's school day, weekends, holidays, or vacation periods, may not be claimed for reimbursement. After school snacks may be claimed on days when summer school is in session if this summer school is an integral part of the curriculum or an extension of the local education program.
10. Count and record the number of snacks served each day, at the time they are served, by correct claiming category.
11. Maintain the following records, and follow the retention requirements per 7 CFR 210.23(c):
  - If all meals are claimed free based on the site's eligibility, maintain documentation establishing each site's eligibility;
  - For all other sites, documentation of free and reduced priced eligibility for all children for whom free and reduced price snacks are claimed;
  - Meal counts, by type, for each site for each serving day;
  - Documentation of individual children's attendance on a daily basis; and,
  - Menus and production records to document compliance with snack pattern requirements.
12. Claim reimbursement at the assigned rates only for after school snacks served in accordance with the agreement.

**ALL PROGRAMS  
(INSERT ON PAGE 7)**

25. LEA and participating schools under its jurisdiction shall comply with all provisions of 7 CFR parts 210 and 245.
26. Agree that the LEA official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 210.8 governing claims for reimbursement.
27. Submit claims for reimbursement in accordance with 210.8.
28. Maintain files of currently approved and denied free and reduced price applications, respectively, and the names of children approved for free lunches based on documentation certifying that the child is included in a household approved to receive benefits under the Food Stamp or Temporary Assistance programs.
29. No later than April 1 of each year, provide State agency with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day of the preceding January.